

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Richard R. Rabbat et al.
Serial No.: 10/804,555
Filed: March 19, 2004
Group No.: 2416
Confirmation No.: 7448
Examiner: Phuc H. Tran
For: *Scheduling Token-Controlled Data Transmissions in Communication Networks*

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

Dear Sir:

**TERMINAL DISCLAIMER TO OBLIGATE A DOUBLE
PATENTING REJECTION (37 C.F.R. §1.321 (c)) AND
CERTIFICATE UNDER 37 C.F.R. §3.73 (b)**

I, Michio Nakamura, of Fujitsu Limited, represent that Fujitsu Limited is the assignee and the exclusive owner of the entire right, title and interest of, in and to application Serial No. 10/804,555, filed March 19, 2004, for *Scheduling Token-Controlled Data Transmissions in Communication Networks*, as indicated by the Assignment Records of the U.S. Patent and Trademark Office as follows:

From: Richard R. Rabbat
Hung-Ying Tyan
Ching-Fong Su
Takeo Hamada

To: Fujitsu Limited
Assignment recorded at Reel 015122, Frame 0018 (7 pages)

and certify that to the best of assignee's knowledge and belief, title is in the assignee seeking to take action; and that I am empowered to act on behalf of assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. Furthermore, I declare that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the Application or any patent issuing thereon.

Fujitsu Limited hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of U.S. Patent No. 7,623,543 granted November 24, 2009, also assigned to and owned by said Fujitsu Limited as indicated by the Assignment Records of the U.S. Patent and Trademark Office as follows:

From: Ching-Fong Su
Takeo Hamada
Richard R. Rabat
Hung-Ying Tyan

To: Fujitsu Limited
Assignment recorded at Reel 015121, Frame 0970;

and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that said patent and U.S. Patent No. 7,623,543 granted November 24, 2009, are commonly owned, this agreement to run with any patent granted on the above-identified patent and to be binding upon the grantee, its successor or assigns.

Petitioner, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Patent No. 7,623,543, in the event that one or more of the following occurs: U.S. Patent No. 7,623,543 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Fujitsu Limited hereby disclaims the terminal part of any patent granted on the above-identified application, that would extend beyond the expiration date of U.S. Patent No. 7,529,267 granted May 5, 2009, also assigned to and owned by said Fujitsu Limited as indicated by the Assignment Records of the U.S. Patent and Trademark Office as follows:

From: Hung-Ying Tyan
Ching-Fong Su
Richard R. Rabbat
Takeo Hamada

To: Fujitsu Limited
Assignment recorded at Reel 015121, Frame 0979;

and hereby agree that any patent so granted on the above-identified application shall be enforceable only for and during such period that said patent and U.S. Patent No. 7,529,267 granted May 5, 2009, are commonly owned, this agreement to run with any patent granted on the above-identified patent and to be binding upon the grantee, its successor or assigns.

Petitioner, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration of the full statutory term of the above-referenced U.S. Patent No. 7,529,267, in the event that one or more of the following occurs: U.S. Patent No. 7,529,267 expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims canceled by a reexamination certificate or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

The \$280.00 fee required by 37 C.F.R. 1.20(d) is submitted herewith and believed to be correct. However, the Commissioner is hereby authorized to charge any underpayment or credit any overpayment of fees to Deposit Account No. 02-0384 of Baker Botts, L.L.P.

Respectfully submitted,

FUJITSU LIMITED

4/15/2010
Date


Michio Nakamura